



**Office of Real Property Utilization and Disposal
U.S. General Services Administration
Invitation for Bids**

FOR SALE BY SEALED BID

**FEDERAL AVIATION ADMINISTRATION
Former QTP Radio Communication Link Repeater Site
North of Tennanah Lake Road
FREMONT, NEW YORK**



**Sale/Lot Number
BOSTN116-002-001**

Auction Summary

<u>Sale Type:</u>	Sealed Bid Sale
<u>Bid Opening Date and Time:</u>	December 9 th , 2015 11:00 AM (EST)
<u>Bid Deposit:</u>	10% of the bid amount, in the form of a certified or cashier's check or postal money order payable to the U.S. General Services Administration.
<u>Terms:</u>	All cash, as is. Balance due in thirty (30) days after Bid acceptance.

Any and all Bids submitted in response to this Invitation for Bids (IFB) must be in compliance with, and submitted pursuant to, all the terms and provisions of this IFB, including, without limitation: 1) the Instructions to Bidders for Sealed Bid; 2) the General Terms of Sale; and 3) the Special Terms of Sale.

This IFB contains information and forms necessary for interested parties to bid to purchase the Property. It shall be the responsibility of each Bidder to familiarize him or herself with this IFB, including the General and Special Terms of Sale, and the Instructions to Bidders for Sealed Bid, and any other information or materials included in the IFB or that may be made available under separate cover.

SALES INFORMATION: Eric Giusti
Phone: (617)565-5700
Email: Eric.giusti@gsa.gov

SUBMIT SEALED BIDS TO: Courtney Marena
U.S. General Services Administration
Thomas P. O'Neill Federal Building
10 Causeway Street Room 1110
Boston, Massachusetts 02222

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PROPERTY DESCRIPTION

SALE PARCEL DESCRIPTION

The Former FAA QPT Radio Communication Link Repeater Site (the “**Property**”) consists of approximately 4.99 acres of vacant land located in Fremont, New York. The site was decommissioned in 2010 and all improvements removed in 2012.

The Property is accessed via a perpetual right-of-way in and over an access road to be built or improved, 20 feet in width running in a generally southeasterly direction through adjoining land of James B. Harrington, and land of Joseph and Josephine Rieping to the southerly fence line marking the division line between land of Rieping and land of Scharfi and together with a perpetual right-of-way in and over an existing access road, 1 rod in width running in a generally southwesterly direction from said division between land of Rieping and land of Scharfi, to Tennanah Lake Road. Being further described in Exhibit “A”.

The coordinates of the site are as follows:
Latitude (North) 41 54’ 12.96”, Longitude (West) 75 0’ 2.88”

LEGAL DESCRIPTION

See Exhibit “A”

TAX PARCEL ID (OR ASSESSOR'S PARCEL NO.)

APN: 7.1-16
City of Fremont, Sullivan County, State of New York

UTILITIES & SERVICE PROVIDERS

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the appropriate utility providers for information on the availability of utilities.

GENERAL TERMS OF SALE

DEFINITIONS

The terms described in paragraphs a) through z) below shall have the meanings set forth therein.

a) **ACCEPTED BID**

The term "Accepted Bid" refers to a Bid that the Government elects to accept

b) **AGREEMENT OF SALE**

The "Agreement of Sale" is defined in the Agreement of Sale Section of the General Terms of Sale portion of this IFB.

c) **AS-IS**

The term "As-Is" means that the Government is selling, and the Bidders are offering to purchase the Property in whatever condition it presently exists, and that the Purchaser will accept the Property "with all faults," whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

d) **BID**

A "Bid" is an offer to purchase the Property subject to the terms and conditions of this IFB for an amount of money designated by the Bidder.

e) **BIDDER(S)**

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the Property.

f) **BID DEPOSIT**

The term "Bid Deposit" is defined in the Bid Deposit Section of the Instructions to Bidders for Sealed Bid portion of this IFB.

g) **BID ENVELOPES**

The term "Bid Envelopes" is defined in the "Bid Envelopes" section of the Instructions to Bidders for Sealed Bid portion of this IFB.

h) **BID FORM AND BIDDER INFORMATION DOCUMENT**

The term "Bid Form and Bidder Information Document" refers to the form titled "Bid Form for the Purchase of Government Property"

i) **BID OPENING DATE**

The "Bid Opening Date" as used herein refers to the time and date in which all Bids received for the Property will be opened publicly.

j) **CLOSING DATE**

The "Closing Date" is defined in the Tender of Payment and Delivery of Instrument of Conveyance Section of the General Terms of Sale portion of this IFB.

k) **EIN**

The term "EIN" refers to an entity's Employer Identification Number.

l) **GOVERNMENT**

The term "Government" refers to the United States of America, and is used interchangeably with "Grantor."

m) **GSA**

The term "GSA" refers to the United States General Services Administration, a federal agency.

n) **HIGH BID**

The term "High Bid" refers to the Bid offering the highest amount of money.

o) **INVITATION FOR BIDS**

The terms "Invitation for Bids" and "IFB" refer to this document and the following items that are a part hereof: the Property Description; General Terms of Sale; Instructions to Bidders for Sealed Bid; Notices and Covenants; Bid Form for Purchase of Government Property. Any exhibits and/or forms that are attached hereto are hereby incorporated herein by reference. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the Auction, those addenda and amendments shall be part of the IFB.

p) **PLACE OF BID OPENING**

The term "Place of Bid Opening" refers to the address listed in the "Bid Envelopes" portion of this IFB.

q) **PROPERTY**

The term "Property" refers to the property described in the Property Description of this IFB.

r) **PURCHASE PRICE**

The "Purchase Price" is the amount of money offered in the Accepted Bid.

s) **PURCHASER**

The term "Purchaser" refers to the Bidder of the Accepted Bid, and is used interchangeably with "Grantee."

t) **SSN**

The term "SSN" refers to a Social Security Number.

u) **TIN**

The term "TIN" refers to a Tax Identification Number.

v) **WHERE-IS**

The term "Where-Is" means that the Government is selling, and the Bidders are offering to purchase the Property in whatever location it presently exists.

DESCRIPTION PROVIDED IN IFB

The description of the Property and all other information provided with respect to the Property are based on information available to the GSA Office of Real Property Utilization and Disposal and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the Agreement of Sale, or claim by Purchaser for allowance, refund or deduction from the Purchase Price.

INSPECTION

No formal site inspections are to be scheduled. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a Bid. The failure of any Bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a Bid after the Bid Opening date.

AGREEMENT OF SALE

This IFB and the Accepted Bid shall constitute an agreement for the sale of the Property by and between the Purchaser and the Government (the "Agreement of Sale"). The Agreement of Sale shall constitute the entire agreement and understanding between the Purchaser and the Government and no oral statements or representations made by, for, or on behalf of either party shall be a part of the Agreement of Sale. The Agreement of Sale shall not be amended, modified, revised or otherwise altered except by a written instrument signed by both the Purchaser and the Government. In addition, the Purchaser shall not transfer or assign the Agreement of Sale or any or all of the Purchaser's interest therein without the prior, express written consent of the Government, which consent may be withheld by the Government in its sole and absolute discretion. Any assignment made without such consent shall be void.

CONDITION OF PROPERTY

The Government is offering the Property for sale "AS IS" AND "WHERE IS", disclaims any and all express or implied warranties and specifically makes no warranties of title, habitability, merchantability, suitability, and fitness for any purpose. This includes, but is not limited to, representations or warranties concerning the title, zoning, development potential, character, condition, size, quantity, quality and state of repair of the Property. Unless otherwise expressly provided in this IFB, the Government makes no agreement or promise to alter, improve, adapt or repair the Property. Each Bidder shall rely solely on its own due diligence investigation in determining to place a Bid. The Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any particular purpose.

ZONING

Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the Bidder. The Government makes

no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any Agreement of Sale.

RISK OF LOSS

As of the date of conveyance of the Property, the Purchaser shall assume all obligations and liabilities of ownership to the Property including, without limitation, sole responsibility for the care and handling of the Property and all loss and/or damage related to the same (including, without limitation, the buildings and/or improvements located thereon), and no claim for any allowance or deduction upon such grounds will be considered after the close of the Auction. In the event of any damage or loss to the Property prior to conveyance of the Property to the Purchaser, the Government shall have the right to terminate the Agreement of Sale. In the event of such termination, the Government will return to the Purchaser all funds previously delivered by the Purchaser to the Government, and thereafter the Government shall have no further liability to the Purchaser.

TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes and/or other assessments.

REVOCATION OF BID AND DEFAULT

In the event of revocation of a Bid prior to acceptance of an Accepted Bid, or in the event of revocation of a Bid after acceptance of an Accepted Bid, or in the event of any default by the Purchaser in the performance of the Agreement of Sale, or in the event of failure by the Purchaser to consummate the transactions contemplated by the Agreement of Sale, the Government shall have the right, in its sole discretion: (A) to require the forfeit of the Registration Deposit and the Additional Deposit (if applicable) to the Government, following which, the Bidder or Purchaser, as the case may be, shall be relieved from further liability and obligations; or (B) to avail itself of any and all legal or equitable rights which it may have under the law.

GOVERNMENT LIABILITY

If the Governments accepts a Bid and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of the Purchaser under the terms of this IFB, then, unless otherwise expressly provided in this IFB, the extent of the Government's liability to the Purchaser shall be strictly limited to all amounts of money the Purchaser has paid to the Government (without interest). Upon the refund to the Purchaser of such money (without interest), the Agreement of Sale shall be deemed terminated and of no further force and effect and the Government shall have no further liability to the Purchaser.

TITLE EVIDENCE

Any Bidder, at its sole cost and expense, may obtain any title evidence relating to the Property. The Government will, however, cooperate with the Purchaser or his or her authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the Property, as GSA may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

TITLE

If a Bid is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to: (A) any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties including, without limitation, any and all such covenants, reservations, easements, restrictions, encroachments, and rights for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way; and (B) any easements, reservations, rights and covenants reserved by the Government herein.

COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency that is not a "bona fide established commercial agency" (described below) to solicit or secure acceptance of a Bid upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right, in its sole discretion, to terminate the Agreement of Sale without liability and/or, in addition to any relief available to the Government pursuant to the "Revocation of Bid and Default" Section above, to recover from the Purchaser an amount equal to the amount of such commission, percentage, brokerage, or contingent fee. A "bona fide established commercial agency" has been construed to include a licensed real estate broker engaged in the business generally. In the event the Purchaser has employed or retained a bona fide established commercial agency in connection with this IFB, the Purchaser warrants that any fee or commission due to the same shall be borne solely by the Purchaser.

TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The closing date of the sale (the "Closing Date") will be set by the Government and will be no later than **thirty (30)** calendar days after the acceptance of the Accepted Bid. Notwithstanding the prior sentence, the Government reserves the right to extend the Closing Date for a reasonable amount of time.

By the Closing Date, the Purchaser shall tender to the Government the balance of the Purchase Price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that the Purchaser's funds have been received by the Government and are to the satisfaction of the same, the Government will deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser as of the date of conveyance of the Property.

DELAYED CLOSING AND PURCHASER'S REQUEST TO DELAY

- a) The Purchaser shall pay interest on the outstanding balance of the Purchase Price at the rate described in the next sentence if the completion of the transactions contemplated in this IFB is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed and begin accruing, as of the date of acceptance of the Accepted Bid, based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%).
- b) Any request by the Purchaser to extend the Closing Date is subject to the prior written approval of the Government. The Government reserves the right to refuse any such request. However, if the Government grants such request, the Government reserves the right to impose additional terms and conditions on any such grant.

CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain, at Purchaser's own expense, and affix to all instruments of conveyance and security documents, such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (1PZ)
Thomas P. O'Neill Federal Building
10 Causeway Street, 10th Floor
Boston, Massachusetts 02222
Attn: Eric Giusti

OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress or resident commissioner shall be admitted to any share or part of the Agreement of Sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the Agreement of Sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property.

ANTITRUST LAWS

The Agreement of Sale may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any Bid if unfavorable advice is received from said Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

INSTRUCTIONS TO BIDDERS FOR SEALED BID

1. BID FORM AND BIDDER INFORMATION DOCUMENT.

(a) Bids must be submitted in duplicate on the Bid Form, along with all information and certifications called for thereon. The Bid Form must be accompanied by: (i) the Bidder Information Document and responses to the information requested in the same; and (ii) the Bid deposit (described in Section 2 below). The Official Bid Form and the Bidder Information Document are attached hereto. The materials described in this Section 1(a) must contain original signatures and be received at the Place of Bid Opening (described in Section 3 below) before **11:00AM EST on Wednesday, December 9th, 2015** (the "**Bid Opening Date**"). Bids submitted in any other manner or which fail to furnish all information, certifications or signatures required may be summarily rejected. Bids may be modified or withdrawn prior to the Bid Opening Date.

(b) Bids shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the Bid and the Bid must be manually signed.

(c) Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal or modification of the Bid after it has been opened.

(d) Each Bidder is encouraged to retain a copy of all documents submitted for their personal records.

(e) Each Bid submitted shall be deemed to have been made with full knowledge of all information, terms, conditions, and requirements contained or referenced in this IFB. The failure of any Bidder to inspect, or to be fully informed as to the condition of any or all portions of the Property will not constitute grounds for any claim or demand for adjustment or withdrawal of a Bid after the Bid Opening Date.

2. BID DEPOSIT. Each Bid must be accompanied by a Bid deposit of 10% of the Bid amount in the form of a certified check, cashier's check, or postal money order made payable to the **US General Services Administration. Such Bid deposit must be in the form of the United States Currency, United States Postal Service money order, cashier's check, certified check or money order issued by and drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States. Money order and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted.** The Bidder, at its option, may be named as an alternative payee. This will enable Bidders whose Bids are rejected to negotiate the instrument once it is returned. Failure to so provide the Bid deposit shall require rejection of the Bid. Upon acceptance of a Bid, the Bid deposit of the successful Bidder, except as otherwise provided in this IFB, shall become the sole and absolute property of the Government and shall be non-refundable. For Bids that are rejected, Bid deposits accompanying the rejected Bids will be returned to Bidders, without interest, within five (5) working days after rejection of the Bids.

3. BID ENVELOPES. Envelopes containing Bids must be sealed and addressed to:

**U.S. General Services Administration
ATTN Courtney Marena
Thomas P. O'Neill Federal Building
10 Causeway Street, Room 1110
Boston, MA 02222**

The above-listed address is referred to in this IFB as the "**Place of Bid Opening**".

The name and address of the Bidder must be shown in the upper left corner of the Bid envelope. On the lower left corner of the envelope it must state: **Invitation for Bids number: BOSTN116002001, Bid Opening Date: Wednesday, December 9, 2015, Time: 11:00am EST**

No responsibility will attach to any officer of GSA for the premature opening of, or failure to open, a Bid

not properly addressed and identified.

Bids must be received prior to the Bid Opening Date. Bids submitted in accordance with this IFB will be opened publicly at 11:00 AM EST at the Place of Bid Opening on the Bid Opening Date.

4. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS.

(a) Any Bid received at the office designated in this IFB after the exact time specified for receipt will not be considered unless it is received before award is made and it:

- 1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of Bids (e.g., a Bid submitted in response to a an IFB requiring receipt of Bids by the 20th of the month must have been mailed by the 15th); or
- 2) Was sent by mail and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at GSA installation; or
- 3) Was sent by US Postal Service "Express Mail Next Day Service-Post Office to Addressee", not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of Bids. The term "working days" excludes weekends and US Federal holidays.

(b) Any modification or withdrawal of a Bid is subject to the same conditions as in paragraph (a) of this provision. A Bid may be withdrawn in person by a Bidder or its authorized representative if, before the exact time set for receipt of Bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the Bid.

(c) The only acceptable evidence to establish the date of mailing of a late Bid, modification, or withdrawal sent either by registered or certified mail is the US Postal Service postmark both on the envelope or wrapper and on the original receipt from the US Postal Service. Both postmarks must show a legible date or the Bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the US Postal Service on the date of mailing. Bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at GSA installation is the time/date stamp of that installation on the Bid wrapper or other documentary evidence of receipt maintained by the installation.

(e) The only acceptable evidence to establish the date of mailing of a late Bid, modification, or withdrawal sent by US Postal Service Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the US Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision. Therefore, Bidders should request the shipper to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding any other language of this provision, a late modification of an otherwise successful Bid that makes its terms more favorable to the Government will be considered at any time it is received, and may be accepted.

5. BID EXECUTED ON BEHALF OF BIDDER. A Bid executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of his or her Power of Attorney or other evidence of his authority to act on behalf of the Bidder.

- (a) **CORPORATION.** If the Bidder is a corporation, the Certificate of Corporate Bidder must be executed. This certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the Bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the Bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
 - (b) **PARTNERSHIP.** If the Bidder is a partnership, and all partners sign the Bid with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the Bid, then the names of all those except limited partners must be furnished on the Bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the Bid on behalf of the partnership.
 - (c) **LIMITED LIABILITY CORPORATION (LLC).** If the Bidder is a Limited Liability Corporation (LLC), a Certificate of the LLC must be completed and executed by the manager.
- 6. REQUEST FOR INFORMATION.** Upon a request sent to the General Services Administration, Real Property Utilization and Disposal Division, Thomas P. O'Neill Federal Building, 10 Causeway Street, Room 1010, Boston, MA 02222, GSA will provide additional copies of this IFB and will answer requests for additional available information concerning the Property to facilitate preparation of Bids.
- 7. BIDS TO BE OPENED AT SPECIFIED TIME.** It shall be the duty of each Bidder to see that its Bid is delivered by the time and at the Place of Bid Opening prescribed in this IFB. Bids (including modifications) received prior to the time fixed in this IFB for the opening of Bids will be securely kept unopened. No Bid, modification, or withdrawal received after the time fixed in this IFB for the opening of Bids will be considered except as provided under Section 4 above. At the time fixed for the opening of Bids, their contents will be made public by announcement for the information of Bidders and others properly interested that may be present either in person or by representative.
- 8. WAIVER OF INFORMALITIES OR IRREGULARITIES.** The Government may, at its election, waive any minor informality or irregularity in Bids received.
- 9. ACCEPTED BID.** A Bid received from a responsible Bidder whose Bid, conforming to this IFB, will be most advantageous to the Government, based on price is the Accepted Bid. In the event two or more Bids are received that are equal, the selection will be made by drawing a lot limited to such equal Bids.
- 10. NOTICE OF ACCEPTANCE OR REJECTION.** Notice by the Government of acceptance or rejection of a Bid shall be deemed to have been sufficiently given when electronically mailed or mailed to the Bidder or its duly authorized representative at the address indicated in the Bid. The Government's processing of a Bid deposit shall not, in itself, constitute acceptance of the Bidder's offer. The Government reserves the right to reject any and all Bids received or portions thereof.

SPECIFIC TERMS OF SALE

Notices and covenants pertaining to the following issues will be inserted in the Quitclaim Deed.

HAZARDOUS SUBSTANCE NOTIFICATION

A. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

B. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

- (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
- (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

C. Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY
(To be executed and submitted in duplicate)

Former QTP Radio Communication Link Repeater Site
Fremont, New York
Sealed Bid Auction
IFB# BOSTN116002001

TO: GENERAL SERVICES ADMINISTRATION
REAL PROPERTY UTILIZATION & DISPOSAL DIVISION (1PZ)

Subject to: (1) the terms and conditions of the Invitation for Bids identified above, and its Schedule; (2) the Instructions to Bidders, (3) the General Terms of Sale; (4) the Special Terms of Sale; (5) the Notices and Covenants; and (6) the Certificate of Corporate Bidder (if applicable), all of which are incorporated as a part of this Bid, the undersigned bidder hereby offers and agrees; if this Bid be accepted within **30 calendar days** after date of Bid opening, to purchase the property described in the Schedule portion of this Invitation, and for which Bid price is entered below.

DESCRIPTION	BID AMOUNT	BID DEPOSIT

In the event this Bid is accepted, the instrument of conveyance should name the following as Grantee(s):

BIDDER REPRESENTS: (check appropriate space)

That he/she operates as:

_____ An individual

_____ A partnership consisting _____

_____ A limited liability partnership consisting of _____

_____ A corporation, incorporated in the State of _____

_____ A limited liability company (LLC) registered with the state of _____

_____ A trustee, acting for _____

NAME AND ADDRESS OF BIDDER (type or print)

Name

Street

City State Zip Code

Telephone Number

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID: _____

SIGNER'S NAME AND TITLE (type or print): _____

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bid Form for Purchase of Government Real Property
see Paragraph 5, Bid Executed On Behalf Of Bidder for instructions)

**Former QTP Radio Communication Link Repeater Site
Fremont, New York
Sealed Bid Auction
IFB# BOSTN116002001**

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as Bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the Bidder was then
_____ of said Corporation/Organization; that said Bid was
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is within the
scope of its corporate/organization powers.

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

Exhibit A

All that certain parcel of land located in the Town of Fremont, County of Sullivan, and State of New York, Described as follows:

BEGINNING at a fence corner being the northwest corner of land of Joseph and Josephine Rieping at land of James B. Harrington; thence running along a fence (along the "Middle Line of Great Lot 3" so-called) South 72° 36' 07" east, 346 feet, more or less, to a point on the centerline of a proposed access road; thence running along said proposed centerline, North 18° 16' 31" west 134.68 feet, and north 14° 42' 09" west, 299.07 feet, to the True Point of BEGINNING; thence south 89° 39' 01" west 226.50 feet to a 2-1/2 inch brass disc set in a concrete monument; thence north 0° 20' 59" west 480.00 feet to a 2-1/2 inch brass disc set in a concrete monument; thence north 89° 39' 01" east 453.00 feet to a 2-1/2 inch brass disc set in a concrete monument; thence south 0° 20' 59" east 480 feet to a 2-1/2 inch brass disc set in a concrete monument; thence south 89° 39' 01" west 226.50 feet to the True Point of BEGINNING; containing 4.9917 acres, more or less, together with a perpetual right-of-way in and over an access road to be built or improved, 20 feet in width running in a generally southeasterly direction through adjoining land of James B. Harrington, and land of Joseph and Josephine Rieping to the southerly fence line marking the division line between land of Rieping and land of Scharfi and together with a perpetual right-of-way in and over an existing access road, 1 rod in width running in a generally southwesterly direction from said division between land of Rieping and land of Scharfi, to Tennanah Lake Road, said existing access road being owned by Rieping, all as shown on a survey dated October 24, 1960 by H.B. Ullian, Registered Land Surveyor.

Excepting and reserving to the Grantor, his heirs and assigns, the right to cut and remove any trees, suitable for lumber, from the above described parcel; provided the exercise of such right shall in no way interfere with nor impede the work of the Grantee, his agents, employees or assigns in clearing this parcel of land, nor the progress of the contemplated building and, provided further, there shall be no disturbance of any fixtures, buildings, guys, roads, etc. the Grantee may have constructed or erected on this parcel of land.

The GRANTEE, its successors and assigns and its and their respective agents and employees shall at all times have (1) the right to construct, use, maintain, repair, replace and/or remove such lines of wire together with the necessary poles, guys and anchors, crossarms, wires and other fixtures and appurtenances, for telephone, telegraph and the conveyance of electric energy on and/or paralleling said right of way, with further right to construct, repair and maintain, and cut and fill the slopes, adjacent to said right of way in order to construct and/or maintain and repair said road, (2) the right to place gates and fences where the same shall be deemed necessary by the Grantee across said strip of land or any relocation or extension thereof or attached thereto and to place and maintain its own locks in series on said gates or any existing gates.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof.

BEING the same premises conveyed to the party of the first by deed from Western Union Corporation dated March 13, 1990 and recorded in the Sullivan County Clerk's office on April 16, 1990 in Liber 1453 of Deeds at page 60.